

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

COUNTY OF ANOKA, MINNESOTA,

Plaintiff,

v.

TYLER TECHNOLOGIES, INC.,

Defendant.

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CASE NO. _____

**DECLARATION OF MARK HAWKINS IN SUPPORT OF DEFENDANT
TYLER TECHNOLOGIES, INC.'S NOTICE OF REMOVAL
PURSUANT TO 28 U.S.C. § 1441 – DIVERSITY JURISDICTION**

1. My name is Mark Hawkins. I am over the age of twenty-one and am competent to make this declaration. I have personal knowledge of the facts set forth in this declaration, all of which are true and correct.

2. I am the President of the Appraisal and Tax Division at Tyler Technologies, Inc. ("Tyler"). In my capacity as President, I have personal knowledge regarding the Phase 2 Services Agreement executed between Tyler and the County of Anoka, Minnesota ("Anoka") for a tax management software system (collectively, with the exhibits, ancillary documents and Addendums, the "Agreement"). I am familiar with the Agreement and have been personally and directly involved in connection with the software and services provided by Tyler to Anoka pursuant to that Agreement.


3. The Agreement contemplates total professional services fees payable to Tyler of \$3,287,135.00. Of that amount, Anoka has paid a total of \$1,760,528.25 for nine separate invoices issued pursuant to the terms of the Agreement.

4. In addition, the Agreement contemplates the payment by Anoka of various third-party licensing fees totaling \$97,290. Of that amount, Anoka has been invoiced for and has paid \$92,425.50.

5. The Agreement also contemplates the payment of certain "Software as a Service" (SaaS) paid annually during an initial five-year term. The total SaaS pursuant to the Agreement are \$3,580,932. Of that amount, Anoka has been invoiced and has paid \$2,919,152.

6. In total, the Agreement contemplates the payment of \$6,965,357 in connection with the implementation of the tax and appraisal software and related professional and other fees. To date, Anoka has paid a total of \$4,772,105.75 to Tyler in connection with the Agreement.

7. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on July 3, 2020, in Dallas, Texas.



Mark Hawkins